

**EMERALD COAST UTILITIES AUTHORITY  
UTILITY EASEMENT**

Date: \_\_\_\_\_

Type:    Individual        \_\_\_\_\_        General Partnership        \_\_\_\_\_  
         Corporation        \_\_\_\_\_        Limited Partnership          X  

Name of Owner(s) \_\_\_\_\_

Address of Owner(s) \_\_\_\_\_

\_\_\_\_\_

Address of Property \_\_\_\_\_

\_\_\_\_\_

PREPARED BY: \_\_\_\_\_

Emerald Coast Utilities Authority  
P.O. Box 15311  
Pensacola, Florida 32514-5311

PROPERTY APPRAISER'S I.D. NO.: \_\_\_\_\_

**UTILITY EASEMENT**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WHEREAS, \_\_\_\_\_, a limited partnership ("Grantor"), whose mailing address is \_\_\_\_\_, is the owner in fee simple of and has the right to convey an easement over, sell and convey certain real property hereinafter described; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of \$1.00 and other good and valuable consideration, in hand paid by the **Emerald Coast Utilities Authority**, a governmental body corporate and politic of the State of Florida ("Grantee"), whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual right and easement to enter upon, occupy and use the following described real property for the purpose of utility lines and all facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom. If no legal description is entered below, then the legal description shall be that description contained in the attached Exhibit "A" consisting of \_\_\_ (\_\_) page(s), which is incorporated herein and made a part hereof by reference.

The Grantor and the Grantee intend that the Grantor convey to the Grantee an easement and all the above-mentioned rights and privileges pertaining thereto with respect to a certain utility line or lines and related facilities which have been accepted or which it is anticipated will be accepted by the Grantee. In the event of any discrepancy between the actual location of such line or lines and facilities and the above-mentioned legal description, the actual location shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified so that the centerline of the property subject to this easement shall coincide with the centerline of said utility line or lines, and the Grantor for itself, its successors and assigns, agrees to execute such corrective instruments as the Grantee may request.

In executing the above easement, the Grantor and the Grantee hereby covenant and agree that the above described property shall not be used for any purpose inconsistent with the location, construction, operation and maintenance of utility lines and facilities.

The Grantor for itself, its successors and assigns, hereby covenants and agrees that no building or other permanent structure shall be erected over or upon the easement area. Easily removable improvements such as paving, may be constructed with the prior consent of the Grantee, and the Grantor for itself, its successors and assigns, hereby covenants and agrees to pay the cost of any repair or replacement of such improvements which may be required as a result of Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted.

To HAVE AND TO HOLD the same rights and easements unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said limited partnership has executed these presents, causing its name to be signed by its General Partner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A \_\_\_\_\_ Limited

Partnership

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(signature)  
Partner)

By: \_\_\_\_\_  
(signature of General

\_\_\_\_\_  
(name - printed or typed)  
typed)

\_\_\_\_\_  
(name - printed or

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(name - printed or typed)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_  
(name of General Partner), General Partner of \_\_\_\_\_, (name of partnership), a \_\_\_\_\_ (state) limited partnership, on behalf of that partnership. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.

[ NOTARY SEAL ]

\_\_\_\_\_  
Notary Public  
My commission expires:\_\_\_\_\_

\_\_\_\_\_  
(name - printed or typed)